

1 David Aronoff (SBN 125694)  
2 daronoff@lathropgage.com  
3 Amber Henry (SBN 247624)  
4 ahenry@lathropgage.com  
5 LATHROP & GAGE LLP  
6 1888 Century Park East, Suite 1000  
7 Los Angeles, CA 90067  
8 Telephone: 310-789-4600  
9 Facsimile: 310-789-4601

10 Attorneys for Defendants  
11 GENERAL ELECTRIC COMPANY;  
12 NBCUNIVERSAL MEDIA, LLC  
13 (formerly known as NBC Universal,  
14 Inc.); and iVILLAGE LLC (formerly  
15 known as iVILLAGE, INC.)

16 UNITED STATES DISTRICT COURT  
17 CENTRAL DISTRICT OF CALIFORNIA

18 DONE! VENTURES, LLC, a Delaware  
19 Limited Liability Company,

20 Plaintiff,

21 vs.

22 GENERAL ELECTRIC COMPANY, a  
23 New York Corporation; NBC  
24 UNIVERSAL, INC., a Delaware  
25 Corporation; and iVILLAGE, INC., a  
26 Delaware Corporation, and DOES 1  
27 through 10, inclusive,

28 Defendants.

Case No.: CV10-04420-SJO(JCx)

**STIPULATED PROTECTIVE  
ORDER**

**[CHANGES MADE TO  
PARAGRAPHS 9 AND 13]**

**[DISCOVERY MATTER]**

Magistrate Judge Jacqueline Chooljian

1 WHEREAS, plaintiff DONE! Ventures, LLC and defendants General Electric  
2 Company (“GE”), NBCUniversal Media, LLC (formerly known as NBC Universal,  
3 Inc.) (“NBCUniversal”), and iVillage LLC (formerly known as iVillage, Inc.)  
4 (“iVillage”) (collectively the “parties”) believe that good cause exists for entry of this  
5 Stipulated Protective Order (the “Protective Order”); and

6 WHEREAS, because the present action (the “Civil Action”) involves highly  
7 confidential non-public business plans and sales information concerning website  
8 domain names that were recently and may again soon be on the market for sale, and  
9 will likely require the production of documents and information considered by the  
10 parties, and third party witnesses, to be trade secrets, or other confidential, proprietary  
11 or sensitive information, the public disclosure of which could be competitively  
12 harmful or impinging on any persons’ personal privacy rights; and

13 WHEREAS, an agreement regarding limitations on the disclosure and use of  
14 such confidential documents and information is desirable for the orderly conduct of  
15 discovery in the Civil Action, while at the same time providing protection from the  
16 misuse of confidential documents and information;

17 WHEREAS, the parties have, through counsel, stipulated to entry of this  
18 Protective Order pursuant to Fed. R. Civ. P. 26(c) to prevent unnecessary disclosure or  
19 dissemination of CONFIDENTIAL INFORMATION and ATTORNEYS EYES  
20 ONLY INFORMATION, and wish to comply with Local Rule 79-5, which governs  
21 the procedure for filing documents under seal;

22 IT IS HEREBY STIPULATED by and between the parties, by and through their  
23 respective counsel of record, that the Court enter an Order to protect confidential  
24 materials and information produced and/or filed by the parties, or any third-party  
25 witness or other entities, including, but not limited to, records, information,  
26 documents, and/or computer files, during the course of the Civil Action as follows:

1           1.     PROTECTED INFORMATION.

2           a.     “CONFIDENTIAL INFORMATION” shall mean information and  
3 tangible things that the designating person or entity reasonably and in good faith  
4 believes contain: (a) non-public proprietary information of one of the parties, their  
5 affiliates, or any third party; (b) non-public financial information (including without  
6 limitation contracts, statements, spreadsheets, budgets, books, ledgers, and  
7 accountings); (c) non-public information concerning the ownership or control of the  
8 parties or any third party; (d) non-public business plans, projections and information;  
9 (e) non-public information of a personal or intimate nature regarding any individual;  
10 (f) trade secrets as that term is defined in the California Civil Code Section 3426.1; (g)  
11 any confidential business information that could, if disclosed to the public, cause harm  
12 to any of the parties’, or a third party’s, competitive position; and (h) any other  
13 category of non-public information that is recognized to have confidential status by  
14 mutual agreement of the parties and/or by order of this Court.

15          b.     “ATTORNEYS EYES ONLY INFORMATION” must meet the criteria  
16 of CONFIDENTIAL INFORMATION and additionally must consist of: (a) closely  
17 guarded, proprietary and confidential information of such a nature that it would be  
18 highly prejudicial and detrimental to the designating person or entity, or would violate  
19 an agreement of confidentiality, if the information was available to one or more of the  
20 parties to this lawsuit or to any of their officers, directors or employees; or (b) any  
21 other category of non-public information that is recognized to have attorneys eyes only  
22 confidential status by mutual agreement of the parties and/or by order of this Court.

23          c.     CONFIDENTIAL INFORMATION and ATTORNEYS EYES ONLY  
24 INFORMATION may be contained in (a) discovery information or other materials  
25 produced or obtained in this action by or through any means; (b) documents of every  
26 kind or description; (c) taped, electronically stored, videotaped, recorded, filmed or  
27 computer records of every kind or description; (d) responses to written discovery  
28 requests, including responses to interrogatories and requests for admissions;

(e) physical objects, samples or other tangible items; (f) oral testimony at depositions, in Court, or otherwise; and (g) copies, notes, summaries or other records of the foregoing, including legal briefs and pleadings. All summaries, reviews, copies, recordings, abstracts, excerpts, analyses or other writings that contain, reveal or otherwise disclose such CONFIDENTIAL INFORMATION or ATTORNEYS EYES ONLY INFORMATION shall also be deemed to contain CONFIDENTIAL INFORMATION or ATTORNEYS EYES ONLY INFORMATION, as applicable.

2. USE SOLELY FOR THIS LITIGATION. All CONFIDENTIAL INFORMATION and ATTORNEYS EYES ONLY INFORMATION shall be used for purposes of the Civil Action only and shall not be disclosed except in accordance with the provisions of this Order.

3. DESIGNATION OF CONFIDENTIAL DOCUMENTS AND INFORMATION. The parties and third parties that avail themselves of this Order in accordance with Paragraph 11, infra, may designate material containing CONFIDENTIAL INFORMATION and ATTORNEYS EYES ONLY INFORMATION in the following manner:

a. Documents and information produced in discovery that contain CONFIDENTIAL INFORMATION shall be designated as such by stamping the word “CONFIDENTIAL” on the margin of each page of such documents, or using another reasonable method agreed to in writing by the parties. Documents and information produced in discovery that contain ATTORNEYS EYES ONLY INFORMATION shall be designated by stamping the words “ATTORNEYS EYES ONLY” on the margin of each page of such documents, or using another reasonable method agreed to in writing by the parties. Such labels will be reasonably placed so it is obvious upon sight, but no marks on the documents may sever or obscure any of the actual materials being produced.

b. The parties, or a third party, may designate the deposition testimony and exhibits (or portions thereof) of any witness in this litigation as “CONFIDENTIAL” or

1 “ATTORNEYS EYES ONLY” on the record at the time of the deposition by advising  
2 the reporter and all parties of such fact during the deposition. If any portion of a  
3 videotaped deposition is designated pursuant to this Paragraph, the videocassette,  
4 videotape, CD, or DVD container shall be labeled with the appropriate legend. In  
5 addition, within fifteen (15) days of receipt of a transcript, the deponent, his/her  
6 counsel, or any other party may designate or re-designate all or portions of the  
7 transcript “CONFIDENTIAL” or “ATTORNEYS EYES ONLY.” The deponent,  
8 his/her counsel or any other party shall list on a separate piece of paper the numbers of  
9 the pages and lines of the deposition transcript containing “CONFIDENTIAL” or  
10 “ATTORNEYS EYES ONLY” information and serve the same on opposing counsel.  
11 Pending such designation, the entire deposition transcript, including exhibits, shall be  
12 deemed “ATTORNEYS EYES ONLY” information. If no designation is made within  
13 fifteen (15) days after receipt of the transcript, the transcript shall be considered not to  
14 contain any “CONFIDENTIAL” or “ATTORNEYS EYES ONLY” information.

15 c. CONFIDENTIAL INFORMATION and ATTORNEYS EYES ONLY  
16 INFORMATION contained in any affidavit, brief, memorandum or other paper filed  
17 with the Court in this action may be designated as CONFIDENTIAL INFORMATION  
18 or ATTORNEYS EYES ONLY INFORMATION by indicating on the face of such  
19 documents that one or more parties or third parties that avail themselves of this Order  
20 consider them to contain CONFIDENTIAL INFORMATION or ATTORNEYS EYES  
21 ONLY INFORMATION, as applicable.

22 d. Such designated information shall thereafter be subject to this Order, and  
23 use or disclosure of such information so designated shall be restricted as set forth  
24 herein.

25 4. DISCLOSURE OF DESIGNATED MATERIAL. Material designated  
26 CONFIDENTIAL INFORMATION (but not information designated as ATTORNEYS  
27 EYES ONLY INFORMATION) and any summary, description or report containing  
28

1 such information designated as CONFIDENTIAL INFORMATION, may be disclosed  
2 only to the following persons, without leave of this Court:

- 3 a. the Court, persons employed by the Court, and  
4 stenographers/videographers transcribing/recording the testimony or argument at a  
5 hearing, trial or deposition in this action or any appeal therefrom;
  - 6 b. independent consultants and experts who are not current employees of  
7 any party in this matter and who have been retained by counsel to provide assistance in  
8 this action, with disclosure only to the extent necessary to perform such work;
  - 9 c. witnesses and deponents in this action who are shown the  
10 CONFIDENTIAL INFORMATION while testifying or in preparation for testifying;
  - 11 d. graphics or design services personnel retained by counsel for purposes of  
12 preparing demonstrative or other exhibits for depositions, trials, or other court  
13 pleadings in this action;
  - 14 e. non-technical jury or trial consulting services retained by counsel;
  - 15 f. document imaging and database services personnel retained by counsel,  
16 and consultants retained by counsel to set up, maintain and/or operate computer  
17 systems or, litigation databases, or to convert data for inclusion in such databases;
  - 18 g. the parties' outside counsel of record in this action and any other counsel  
19 for a party that appears in this action, and photocopy services personnel retained by  
20 counsel, their paralegal assistants, law clerks, stenographic and clerical employees who  
21 are assisting in the prosecution, defense and/or appeal of this action.
  - 22 h. individuals selected by the parties to function as mediators or arbitrators;
  - 23 i. in-house counsel for the parties;
  - 24 j. a party, including in the case of corporate parties, their directors and  
25 officers, and employees designated to assist counsel in this action; and
  - 26 k. authors or recipients of the CONFIDENTIAL INFORMATION.
- 27 Materials designated as ATTORNEYS EYES ONLY INFORMATION, and any  
28 summary, description or report containing such information designated as

1 ATTORNEYS EYES ONLY INFORMATION, may be only be revealed or disclosed,  
 2 in whole or in part, directly or indirectly, to individuals described in subparagraphs  
 3 4(a) through (h) and (k). Material designated as ATTORNEYS EYES ONLY  
 4 INFORMATION may not be revealed or disclosed, in whole or in part, directly or  
 5 indirectly, to individuals described in subparagraphs 4(i) and (j).

6 5. NON-DISCLOSURE AGREEMENT. No CONFIDENTIAL  
 7 INFORMATION or ATTORNEYS EYES ONLY INFORMATION shall be revealed  
 8 or disclosed, in whole or in part, directly or indirectly, to any individual described in  
 9 subparagraphs 4(b) or (e) until that individual has been given a copy of this Order and  
 10 has duly completed and signed an undertaking in the form attached hereto as Exhibit  
 11 A. The original of each undertaking shall be retained until the conclusion of this  
 12 action, including all appeals, by counsel for each party who intends to or does disclose  
 13 to such individual any CONFIDENTIAL INFORMATION or ATTORNEYS EYES  
 14 ONLY INFORMATION.

15 6. CHALLENGE TO DESIGNATION. If a party disagrees with the  
 16 designation of any information as CONFIDENTIAL INFORMATION or  
 17 ATTORNEYS EYES ONLY INFORMATION, such party shall first make its  
 18 objection known to the producing party in writing, explaining how the designation is  
 19 improper, and request a change of designation. If the parties are unable to resolve their  
 20 differences, then the parties shall be governed by Local Rules 37-1 and 37-2 in filing a  
 21 motion that the document(s) require protection. The burden of proving that  
 22 information has been properly designated as CONFIDENTIAL INFORMATION or  
 23 ATTORNEYS EYES ONLY INFORMATION is on the party making such  
 24 designation. All documents initially designated as CONFIDENTIAL  
 25 INFORMATION or ATTORNEYS EYES ONLY INFORMATION shall continue to  
 26 be subject to this Order unless and until the court rules otherwise. Any failure by the  
 27 non-designating party to object to any material being designated as CONFIDENTIAL  
 28 INFORMATION or ATTORNEYS EYES ONLY INFORMATION shall not be



1 construed as an admission by any non-designating party that the material constitutes or  
2 contains CONFIDENTIAL INFORMATION or ATTORNEYS EYES ONLY  
3 INFORMATION.

4 7. DEPOSITIONS. A party may exclude from a deposition any person who  
5 is not entitled to have access to CONFIDENTIAL INFORMATION or ATTORNEYS  
6 EYES ONLY INFORMATION when such information is the subject of examination.

7 8. TREATMENT OF CONFIDENTIAL MATERIAL.

8 a. Any person in possession of CONFIDENTIAL INFORMATION or  
9 ATTORNEYS EYES ONLY INFORMATION shall exercise due care with regard to  
10 the storage, custody or use of such CONFIDENTIAL INFORMATION or  
11 ATTORNEYS EYES ONLY INFORMATION to ensure that the confidential nature  
12 of the same is maintained in conformity with this Order.

13 b. Any person receiving CONFIDENTIAL INFORMATION or  
14 ATTORNEYS EYES ONLY INFORMATION shall not disclose such information to  
15 any person who is not entitled to receive such information under this Order. If  
16 CONFIDENTIAL INFORMATION or ATTORNEYS EYES ONLY INFORMATION  
17 is disclosed to any person not entitled to receive disclosure of such information under  
18 this Order, the person responsible for the disclosure will inform counsel for the  
19 producing party and, without prejudice to other rights and remedies of any party, make  
20 a reasonable good faith effort to retrieve such material and to prevent further  
21 disclosure of it by the person who received such information.

22 c. Nothing contained in this Order shall prevent a producing party from  
23 using its own CONFIDENTIAL INFORMATION or ATTORNEYS EYES ONLY  
24 INFORMATION in any way it chooses.

25 9. FILING OF CONFIDENTIAL MATERIAL. Any motion, pleading or  
26 other document that is filed with the Court containing CONFIDENTIAL  
27 INFORMATION or ATTORNEYS EYES ONLY INFORMATION shall only be  
28 submitted for filing under seal pursuant to a further order of the Court pursuant to



1 Local Rule 79-5. The parties agree that they will comply with the provisions of Local  
 2 Rule 79-5 in all regards with respect to the filing and lodging of CONFIDENTIAL  
 3 INFORMATION or ATTORNEYS EYES ONLY INFORMATION with the Court.

4 10. INADVERTENT DISCLOSURE. The inadvertent production of any  
 5 CONFIDENTIAL INFORMATION, ATTORNEYS EYES ONLY INFORMATION,  
 6 or otherwise protected or exempted information, as well as the inadvertent production  
 7 of information without an appropriate designation of confidentiality, shall not be  
 8 deemed a waiver or impairment of any claim of privilege or protection, including but  
 9 not limited to the attorney-client privilege, the protection afforded to work-product  
 10 materials or the subject matter thereof, or the confidential nature of any such  
 11 information, provided that the producing party shall promptly provide notice to the  
 12 receiving party in writing when inadvertent production is discovered. Upon receiving  
 13 written notice from the producing party that CONFIDENTIAL INFORMATION,  
 14 ATTORNEYS EYES ONLY INFORMATION, privileged information or work-  
 15 product material has been inadvertently produced, documents containing such  
 16 information shall be returned to counsel for the producing party and the receiving party  
 17 shall not use such information for any purpose except application to the Court. In  
 18 response to an application to the Court by the receiving party to compel production of  
 19 such documents and/or information, the producing party may submit the documents or  
 20 testimony at issue to the Court for *in camera* inspection.

21 11. THIRD PARTIES. Third parties who produce information in this action  
 22 may avail themselves of the provisions of this Order and materials produced by any  
 23 such third parties shall be treated in conformance with this Order.

24 12. RESPONSE TO THIRD PARTY SUBPOENA. In the event that any  
 25 party (a) is subpoenaed in another action, (b) is served with a demand in another action  
 26 to which it is a party, or (c) is served with any other legal process by a person not a  
 27 party to this litigation, and is requested to produce or otherwise disclose discovery  
 28 material that is designated as CONFIDENTIAL INFORMATION or ATTORNEYS

1 EYES ONLY INFORMATION by another party or third party that avails themselves  
 2 of this Order, the party subpoenaed or served in accordance with this paragraph shall  
 3 object to production of the CONFIDENTIAL INFORMATION or ATTORNEYS  
 4 EYES ONLY INFORMATION and shall give prompt written notice to the producing  
 5 party. If the person seeking access to the CONFIDENTIAL INFORMATION or  
 6 ATTORNEYS EYES ONLY INFORMATION takes action against the party covered  
 7 by this Order to enforce such a subpoena, demand or other legal process, it shall  
 8 respond by setting forth the existence of this Order. Nothing in this Order shall be  
 9 construed as precluding production of CONFIDENTIAL INFORMATION or  
 10 ATTORNEYS EYES ONLY INFORMATION covered by this Order in response to a  
 11 lawful court order.

12 13. USE OF DESIGNATED MATERIALS AS EVIDENCE AND AT  
 13 TRIAL. This Order shall not in any way afford to any party any objection to the  
 14 offering or admission of CONFIDENTIAL INFORMATION or ATTORNEYS EYES  
 15 ONLY INFORMATION into evidence or used otherwise by order of the Court. The  
 16 parties agree to engage in good faith negotiations concerning the appropriate  
 17 procedures to protect CONFIDENTIAL INFORMATION and ATTORNEYS EYES  
 18 ONLY INFORMATION at trial, as the need arises. For purposes of all pretrial  
 19 proceedings in the Civil Action, CONFIDENTIAL INFORMATION or ATTORNEYS  
 20 EYES ONLY INFORMATION materials under this Order may only be submitted for  
 21 filing under seal in accordance with Paragraph 9, supra.

22 14. EFFECTIVE UPON EXECUTION. The parties agree that this Order  
 23 shall be binding as an agreement between the parties upon execution by the parties  
 24 before entry by the Court. The parties further agree that if for any reason this Order is  
 25 not accepted by the Court, they will promptly execute and submit a revised Order that  
 26 addresses the Court's concerns.

27 15. CONCLUSION OF ACTION. Within sixty (60) days after the  
 28 conclusion of this action, including appeal, after entry of a final order in this action, or

1 after the parties have executed a settlement agreement in this action, all  
 2 CONFIDENTIAL INFORMATION and ATTORNEYS EYES ONLY  
 3 INFORMATION shall be destroyed by all receiving parties or shall be returned to the  
 4 producing party, at the receiving party's election. Notwithstanding the foregoing,  
 5 counsel of record for each party may maintain in its files one copy of each document  
 6 filed with the Court containing CONFIDENTIAL INFORMATION and/or  
 7 ATTORNEYS EYES ONLY INFORMATION, and a copy of all depositions (and  
 8 exhibits) and written discovery responses, and any notes or memoranda relating  
 9 thereto, as well as all work product. All such material shall remain subject to the terms  
 10 of this Order. This Order shall remain in full force and effect until modified,  
 11 superseded, or terminated by agreement of the parties or by an order of the Court.

12 16. COURT TO RETAIN JURISDICTION. This Order shall survive the  
 13 final disposition of this Civil Action, and the Court shall retain continuing jurisdiction  
 14 to resolve any dispute arising under this Order.

15  
 16  
 17  
 18 IT IS SO ORDERED.

19  
 20 DATED: May 25, 2011

By: /s/  
 Hon. Jacqueline Chooljian  
 United States Magistrate Judge

## **EXHIBIT A**

### **UNDERTAKING TO BE BOUND BY THE PRETRIAL PROTECTIVE ORDER REGARDING CONFIDENTIALITY OF DOCUMENTS**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its  
entirety and understand the Protective Order that was issued by the United States  
District Court for the Central District of California in the case of Done! Ventures, LLC  
v. General Electric Company et al. – Case No. CV10-04420-SJO (JCx). I agree to  
comply with and to be bound by all the terms of this Protective Order and I understand  
and acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose in  
any manner any information or item that is subject to this Protective Order to any  
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action.

Date: \_\_\_\_\_, 2011

City and State where sworn and signed: \_\_\_\_\_

Signed: \_\_\_\_\_  
[Print Name] [Signature]